IN THE UNITED STATES DISTRICT COURT
THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

IN THE MATTER OF THE COMPLAINT OF:	)
	) Case No.: 4:15-cv-01111
CENTRAL CONTRACTING & MARINE, INC.,	)
for Exoneration from, or Limitation of, Liability.	)

CLAIMANTS' MOTION TO DISSOLVE STAY AND INJUNCTION, WITH STIPULATIONS

COME NOW Claimants Theresa Adler, William Pigue and Brittany Pigue (hereafter "Claimants"), and for their Motion to Dissolve Stay and Injunction, with Stipulations, state as follows:

1. Claimants herein recognize the right of Plaintiff Central Contracting & Marine, Inc. to have the issue of their claimed limitation of liability pursuant to the Limitation of Liability Act, 46 U.S.C. §§ 30501-30512 decided exclusively by this Court (but importantly, not the claimed *exoneration* from liability, *Lewis v. Lewis & Clark Marine, Inc.*, 531 U.S. 438 (2001)), as well as their right to have the issue of the proper value of the Limitation Fund determined by final judgment in this tribunal.

2. Pursuant to the above recognition, Claimants herein file the formal Limitation of Liability Act stipulations (see *infra*) necessary to protect the Limitation of Liability Act Plaintiff's right to assure that the issue of their limitation of liability is decided solely in the federal tribunal in which the Plaintiff filed its complaint, and to assure that no state court adjudication is enforced by the Claimants prior to the federal court's decision regarding (a) limitation of liability, and (b) the value of the Limitation Fund, if applicable.

3. Once these formal stipulations have been made, where there is solely a single claimant seeking an adjudication in state court, the federal tribunal must dissolve the stay and injunction issued barring other actions during the pendency of the limitation proceeding, pursuant to the saving-to-suitors clause, 28 U.S.C. § 1333.

STIPULATIONS OF CLAIMANTS

Now into Court, through undersigned counsel, come Claimants Theresa Adler, William Pigue and Brittany Pigue, who submit the following stipulations to be filed in this limitation proceeding:

(1) Claimants concede that Plaintiff is entitled to and has the right to litigate all issues relating to limitation of liability pursuant to the provisions of the Limitation of Liability Act, 46 U.S.C. §§ 30501-30512 in this Court, but Claimants specifically reserve the right to deny and contest in this Court all assertions and allegations made by Plaintiff in the Complaint for Exoneration From or Limitation of Liability, and/or any other pleadings filed or to be filed herein.

(2) Claimants will not seek in any state court or federal court in which a jury trial has been demanded, any judgment or ruling on the issue of Central Contracting & Marine, Inc.'s right to limitation of liability, and herby consent to waive any claims of *res judicata* relevant to the issue of limitation of liability on any judgment that may be rendered in both federal and state courts.

(3) Claimants herein, while not stipulating to or agreeing to $589,702.00 as the combined value of Plaintiff's interest in the vessels properly the subject of

this limitation action, hereby stipulate that in the event the Claimants attain judgment or recovery in any state court or common law forum, whether against Central Contracting & Marine, Inc. or any other liable party or parties who may make a cross-claim over and against Central Contracting & Marine, Inc., in no event will Claimants seek to enforce that excess judgment or recovery insofar as the same may expose Central Contracting & Marine, Inc. to liability in excess of the total value of the Limitation Fund as to be determined this Court, once final judgment on the issue the value of the Limitation Fund has been entered.

(4) Claimants herein stipulate and agree that if Plaintiff is held responsible for attorney's fees and costs which may be assessed against it by a co-liable defendant party seeking indemnification for attorney's fees and costs, such claims shall have priority over the claim of Claimants herein.

(5) In order to afford sufficient protection from excess liability arising out of third party claims where indemnification or contribution is or may be sought by other defendants pending the resolution of all claims in the limitation proceeding, in the event there is a judgment or recovery by Claimants in any state court action or proceeding of any type in excess of the value of the Limitation Fund determined in accordance with 46 U.S.C.A. § 30511 and Supplemental Admiralty and Maritime Claims Rule F, 28 U.S.C.A., in no event will Claimants seek to enforce such excess judgment or recover against Central Contracting & Marine, Inc., insofar as such enforcement may expose Central Contracting & Marine, Inc.'s liability in excess of the adjudicated total Limitation Fund value,

until such time as there has been an adjudication of limitation by this Court, which has the exclusive jurisdiction and authority to determine all issues relevant to Central Contracting & Marine, Inc.'s claim for limitation of liability.

4. Based upon the above Stipulations, Claimants move this Court to dissolve the stay (by Order dated July 21, 2015) and injunction barring other suits during the pendency of this limitation proceeding, as the supplied stipulations, in accordance with the construing case law of this circuit, protect the rights of limitation Plaintiffs, thereby allowing Claimant to proceed to a jury trial in state court.

STATE OF MISSOURI)
)SS
CITY OF ST. LOUIS)

I, **THERESA ADLER,** Claimant herein, first being duly sworn upon my oath, state the facts contained in the foregoing document are true to the best of my knowledge, information and belief.

Theresa Adler

Theresa Adler, Mother of Decedent

On this 26 day of August, 2015, before me, a Notary Public in and for said State, personally appeared **Theresa Adler**, Claimant herein, known to me to be the person who executed this document, and that she acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

THOMAS P. DUGGAN, JR.
My Commission Expires
February 5, 2016
Franklin County
Commission #12426712

STATE OF MISSOURI)
)SS
CITY OF ST. LOUIS)

I, **William Pigue,** Claimant herein, first being duly sworn upon my oath, state the facts contained in the foregoing document are true to the best of my knowledge, information and belief.

William E Pigue
William Pigue, Father of Decedent

On this 26 day of AUGUST, 2015, before me, a Notary Public in and for said State, personally appeared **William Pigue**, Claimant herein, known to me to be the person who executed this document, and that he acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

THOMAS P. DUGGAN, JR.
My Commission Expires
February 5, 2016
Franklin County
Commission #12426712

STATE OF MISSOURI)
)SS
CITY OF ST. LOUIS)

I, **Brittany Pigue,** Individually and On Behalf of Ryleigh Pigue, first being duly sworn upon my oath, state the facts contained in the foregoing document are true to the best of my knowledge, information and belief.

Brittany Pigue, Individually and
On Behalf of Ryleigh Pigue

On this 26th day of August, 2015, before me, a Notary Public in and for said State, personally appeared **Brittany Pigue**, Claimant herein, known to me to be the person who executed this document, and that she acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My Commission Expires:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

MISTI L. MCKINLEY
My Commission Expires
July 23, 2017
St. Louis County
Commission #13417907

PADBERG, CORRIGAN & APPELBAUM
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CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2015, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon all attorneys of record.

/s/Matthew J. Padberg